

November 30, 2010

Hon. James M. Peck
One Bowling Green
New York, NY 10004

Re: U.S. Bankruptcy Court Southern District of N.Y.
Lehman Brothers Holding Inc., Case Number 08-13555 (JMP)
Notice of Hearing on Debtor's Sixty-Fourth Omnibus
Objection to Claims (No Supporting Documentation Claims)

Dear Judge James M. Peck,

I am writing you today to oppose the disallowance and objection to my Claim #23913. The objection states that I did not have "any supporting documentation". As such I am enclosing the appropriate supporting documents listed below:

- 1) A letter dated September 30, 1993 from Lehman Brothers confirming my vested monthly pension benefit of \$3476.58
- 2) A letter dated August 31, 2009 confirming that the Lehman Pension was taken over by the Pension Benefit Guaranty Corporation (PBGC).
- 3) The PBGC's own schedule of maximum guaranteed payments for pension plans taken over.
- 4) A copy of PBGC's web site confirming the details of the Lehman Pension takeover on June 17, 2009.
- 5) A copy of my N.Y. State License with date of birth.

On December 12, 2008 (the Lehman Pension termination date) I was 53 years old; as such my maximum monthly guarantee by PBGC would be \$1768.13 (page 4 of 29 from the PBGC schedule) instead of the original \$3,476.58 per month. This is a difference of \$1708.45 per month or \$20,501.40 per year. My life expectancy at age 65 is 20 plus years, hence 20 years times 20,501.40 a year is equal to \$410,028. This amount is actually slightly more than my claim for \$384,000. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Klonsky".

Daniel S. Klonsky
34 Flamingo Road
Roslyn, NY 11576

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)
Debtors. : (Jointly Administered)

LBH OMN164 11-03-2010 (MERGE2, TXNUM2) 4000071083 MAIL ID *** 000037055481 *** BSTUSE: 60

KLONSKY, DANIEL S.
34 FLAMINGO ROAD
ROSLYN, NY 11576

**THIS IS A NOTICE REGARDING YOUR CLAIM(S). YOU MUST READ IT
AND TAKE ACTION IF YOU DISAGREE WITH THE OBJECTION.**

**IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE OBJECTION,
PLEASE CONTACT DEBTORS' COUNSEL, CASEY BURTON, ESQ., AT 214-746-7700.**

**NOTICE OF HEARING ON DEBTORS' SIXTY-FOURTH
OMNIBUS OBJECTION TO CLAIMS (NO SUPPORTING DOCUMENTATION CLAIMS)**

CLAIM TO BE DISALLOWED & EXPUNGED	
Creditor Name and Address: KLONSKY, DANIEL S. 34 FLAMINGO ROAD ROSLYN, NY 11576	Claim Number: 23913
	Date Filed: 9/21/2009
	Debtor: 08-13555
	Classification and Amount: PRIORITY: \$ 384,000.00 SECURED: \$ 0.00 TOTAL: \$ 384,000.00

PLEASE TAKE NOTICE that, on November 3, 2010, Lehman Brothers Holdings Inc. and certain of its affiliates (collectively, the "Debtors") filed their Sixty-Fourth Omnibus Objection to Claims (No Supporting Documentation Claims) (the "Objection") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

The Objection requests that the Bankruptcy Court expunge, reduce, reclassify, and/or disallow your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED on the ground that said claim violates the Bankruptcy Court's July 2, 2009 order setting forth the procedures and deadlines for filing proofs of claim in these chapter 11 cases (the "Bar Date Order") [Docket No. 4271], as it does not include supporting documentation or an explanation as to why such documentation is unavailable. Any claim that the Bankruptcy Court expunges and disallows will be treated as if it had not been filed and you will not be entitled to any distribution on account thereof.

If you do NOT oppose the disallowance, expungement, reduction or reclassification of your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the disallowance, expungement, reduction or reclassification of your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED, then you MUST file with the Court and serve on the parties listed below a written response to the Objection that is received on or before 4:00 p.m. Prevailing Eastern Time on December 6, 2010 (the "Response Deadline").

¹ A list of the Debtors, along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at <http://www.lehman-docket.com>.

Your response, if any, must contain at a minimum the following: (i) a caption setting forth the name of the Bankruptcy Court, the names of the Debtors, the case number and the title of the Objection to which the response is directed; (ii) the name of the claimant and description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed, expunged, reduced, or reclassified for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Objection; (iv) all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court or provided to the Debtors in response to the Derivative Questionnaire and/or Guarantee Questionnaire (as defined in the Bar Date Order), upon which you will rely in opposing the Objection; (v) the address(es) to which the Debtors must return any reply to your response, if different from that presented in the proof of claim; and (vi) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

The Bankruptcy Court will consider a response only if the response is timely filed, served, and received. A response will be deemed timely filed, served, and received only if the original response is actually received on or before the Response Deadline by (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601; (ii) attorneys for the Debtors, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Shai Waisman, Esq.); (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andy Velez-Rivera, Esq., Paul Schwartzberg, Esq., Brian Masumoto, Esq., Linda Riffkin, Esq., and Tracy Hope Davis, Esq.); and (iv) attorneys for the official committee of unsecured creditors appointed in these cases, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Dennis O'Donnell, Esq., and Evan Fleck, Esq.)

A hearing will be held on December 22, 2010 to consider the Objection. The hearing will be held at 10:00 a.m. Prevailing Eastern Time in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, Courtroom 601. If you file a written response to the Objection, you should plan to appear at the hearing. The Debtors, however, reserve the right to continue the hearing on the Objection with respect to your claim. If the Debtors do continue the hearing with respect to your claim, then the hearing will be held at a later date. If the Debtors do not continue the hearing with respect to your claim, then a hearing on the Objection will be conducted on the above date.

If the Bankruptcy Court does NOT disallow, expunge, reduce or reclassify your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED, then the Debtors have the right to object on other grounds to the claim (or to any other claims you may have filed) at a later date. You will receive a separate notice of any such objections.

You may participate in a hearing telephonically provided that you comply with the Court's instructions (including, without limitation, providing prior written notice to counsel for the Debtors and any statutory committees), which can be found on the Court's website at www.nysb.uscourts.gov.

If you wish to view the complete Objection, you can do so on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the internet at www.nysb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or for free at <http://www.lehman-docket.com>. If you would like to request a complete copy of the Objection at the Debtors' expense, please contact the Debtors' approved claims agent Epiq Bankruptcy Solutions, LLC toll-free at 1-866-879-0688.

If you have any questions about this notice or the Objection, please contact Debtors' counsel, Casey Burton, Esq., at 214-746-7700. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED: November 3, 2010
New York, New York

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000
Shai Y. Waisman
ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

LEHMAN BROTHERS

September 30, 1993

Mr. Daniel S Klonsky
15 Oak Dr
East Hills, NY 11576

Dear Mr. Klonsky:

Our records indicate that you terminated from Shearson Lehman Brothers Holdings Inc. on June 25, 1993. Since you are vested under the Shearson Lehman Brothers Holdings, Inc. Retirement Plan, (the "Plan") you are eligible to receive a pension benefit when you attain age 65.

The Plan specifies that if you had at least ten years of service with the Firm at the time of your termination, you may elect to receive your benefit as early as age 55. If you make this election, your pension benefit will be actuarially reduced to reflect that payments are being paid over a longer period of time.

Below, I have outlined your pension benefit under the various optional forms of payment available under the Plan. The benefit shown reflects payments payable when you attain age 65 (September 7, 2020). Please note: Only one optional form of payment can be elected. If you are single, the normal form of payment is a Straight Life Annuity. If you are married, the normal form of payment is a 50% Joint and Survivor Annuity Benefit. However, you may elect any one of the following options described below whether you are single or married.

OPTIONAL FORMS OF PAYMENT

I. Straight Life Annuity Monthly Benefit \$3,476.58

The Straight Life Annuity provides a benefit payable only to you throughout your lifetime. Upon your death all benefits cease.

<u>II. Joint & Survivor Annuity Benefit</u>	<u>Monthly Benefit Payable to you</u>	<u>Monthly Benefit* Payable to Spouse/Beneficiary</u>
50% Joint & Survivor	\$3,146.31	\$1,573.16
66 2/3% Joint & Survivor	\$3,052.44	\$2,035.06
75% Joint & Survivor	\$3,003.77	\$2,252.83
100% Joint & Survivor	\$2,871.66	\$2,871.66

*This benefit is payable to your spouse or beneficiary in the event of your death.

Under the Joint and Survivor option, you receive a benefit throughout your lifetime. Upon your death, payments are made to your spouse or designated beneficiary. Please note that the Joint and Survivor benefits were calculated based on your spouse's/beneficiary's date of birth of April 25, 1957.

If you are married, the normal form of payment by law is the 50% Joint and Survivor Annuity option. Your spouse is automatically your beneficiary in the event of your death, unless you and your spouse elect otherwise. The Retirement Equity Act of 1984 (REACT) requires that both you and your spouse sign and notarize the Joint and Survivor Annuity Waiver form, if you elect to receive your pension benefit in any form other than a Joint & Survivor Annuity option with your spouse as your beneficiary.

If you elect to receive your benefit under the Joint and Survivor option, you must provide us with a copy of proof of age for you and your spouse/beneficiary. Acceptable proofs of age are copies of birth certificates, passports, baptismal certificates or driver's licenses.

<u>III. Period Certain Option</u>	<u>Monthly Benefit</u>
Ten Year Period Certain	\$4,168.63
Fifteen Year Period Certain	\$3,267.94
Twenty Year Period Certain	\$2,848.99

The Period Certain option provides payments for a specified number of years. The payments cease at the end of the period, even if you and your beneficiary are still alive. Should you die prior to the end of the elected period, your designated beneficiary will receive payments for the remainder of the period elected.

Since payment of your vested pension benefit may not be made for several years, we encourage you to make an election under the Plan. This is to protect you in the event of your death prior to receipt of payment. If an election is made, your benefit will be paid based on the option you elected. You have the option to change your election at anytime prior to the date benefits commence. You will be contacted by the Shearson Lehman Brothers Pension Department shortly before you attain age 65, regarding the optional form of payment you elected for your retirement benefit.

Shearson reserves the right to adjust your benefit payment in the event the amounts shown are incorrect. Should this become necessary, you will be notified of your correct benefit amount and how your payments will be adjusted. Any adjustment will reflect your correct pension benefit from the date payments began.

Enclosed are the following forms for you to complete and return to this office:

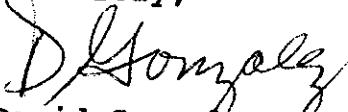
--Retirement Election Form
--Election to Waive Joint and Survivor Annuity Form

PLEASE COMPLETE AND RETURN THESE FORMS WITH DOCUMENTATION OF PROOF OF AGE AS SOON AS POSSIBLE. The following documentation may be used: Birth Certificate, Baptismal Certificate, Passport, or Driver's License, etc. Please note that payment of your benefit cannot begin until we receive your completed forms including proof of age.

It is your responsibility to keep us advised of any changes in your mailing address.

If you have any questions, please do not hesitate to contact me at (212) 528-7440.

Sincerely,


David Gonzalez

TERM-ONE

<u>IV. Period Certain and Continuous Option</u>	<u>Monthly Benefit</u>
Ten Year Period Certain & Continuous	\$3,195.07
Fifteen Year Period Certain & Continuous	\$2,970.82
Twenty Year Period Certain & Continuous	\$2,766.03

The Period Certain and Continuous option provides a benefit for your lifetime with payments guaranteed for the specified number of years (the period certain). If you die during the period certain, your benefit will continue to be paid to your designated beneficiary for the remainder of the period certain you elected. If you live beyond the period certain, you will continue to receive the same benefit payment for the remainder of your lifetime. However, no payments will be made to anyone after your death.

V. Level Income Payment

The Level Income Payment option is designed to provide you with a level income during your retirement, if you retire before your Social Security benefits commence. The effect is a combination of pension benefits and Social Security benefits that keep your total income approximately the same throughout your retirement.

Under this option your pension benefit is larger until your Social Security benefits begin; then your pension benefits will decrease. In some instances, there is a possibility that your pension benefit will cease.

You may elect this option only if you have elected to take early retirement under the Plan. Please provide us with your elected early retirement date if you wish to have your benefit calculated under this optional form of payment.

Please note the following:

If you are married, the Plan provides protection for your surviving spouse. In the event you die before your benefit payments begin and you have not elected an optional form of payment, provided that you were married for at least one year prior to your date of death, your surviving spouse will be entitled to receive the surviving spouse benefit under the 50% Joint & Survivor Annuity option. If you are single and die before payments begin, and you have not elected an optional form of payment, no benefit will be payable from the Plan.



PBGC/Insurance Operations Department
P.O. Box 151750
Alexandria VA 22315-1750

103IT

August 31, 2009

PBGC Case Number: 21291800
Plan Name: LEHMAN BROTHERS HOLDINGS INC. RETIREMENT PLAN

DANIEL KLONSKY
34 FLAMINGO ROAD
EAST HILLS NY 11576

Dear DANIEL KLONSKY:

As we informed you in our previous letter, the Pension Benefit Guaranty Corporation (PBGC), a U.S. Government agency, is now responsible for your pension plan. To learn more about PBGC, please view the enclosed DVD, **Welcome to the PBGC**, read the enclosed brochure, **Your Guaranteed Pension**, or visit our website at www.pbgc.gov.

PBGC insures private pension plans like yours and protects the benefits of workers and retirees covered by those plans. If a plan ends after a sponsoring employer has failed to put in enough money to pay all promised benefits, PBGC steps in to pay benefits, up to the limits set by Congress. These limits may require PBGC to pay less than your plan would have paid, had your employer continued to sponsor and fund the plan.

PBGC receives no funds from general tax revenues. To finance the pension insurance program, we take in premiums from plan sponsors, assets from terminated pension plans, and earnings from investments. These monies help us to pay your plan's benefits.

PBGC reviews your plan's records to determine what benefits each person will receive. Until we complete our review of the plan records and calculate the benefits we can pay you under the law, the pension payments you receive are estimated payments. Plan benefits exceeding legal limits set by Congress will be reduced. When we complete this review, we will tell you in writing if you are entitled to a benefit and the benefit amount. If you are not entitled to a benefit, we will also tell you the reasons in writing. In either case, we will advise you of your rights to appeal our decision.

If you are entitled to benefits, we will begin paying you estimated benefits when you are eligible and you apply to PBGC to begin payments. Please call our Customer Contact Center about four months before you want your pension payments to begin. You may also apply for your pension benefit online through our website. See the box below for more information about our "Online Pension Account Services."



If you are married and die before your pension payments begin, PBGC may pay survivor benefits to your spouse. If you are not married and you die before your pension payments begin, we will pay your designated beneficiary any benefits that are due to you. Please complete the enclosed **Designation of Beneficiary (Not Currently Receiving Pension Benefits)** form and return it in the envelope provided (you can also complete this form online). The beneficiary you designate when you apply for your benefits will supercede the designation on this form. However, in the meantime, it is important for us to have information about your beneficiary in our records.

To assist PBGC in completing its review and benefit calculation, PBGC on occasion requires information from the Social Security Administration (SSA). If this is necessary, PBGC will send you a form requesting your consent for PBGC to access SSA records on your behalf.

There is an IRS tax credit for health care insurance premiums called the Health Coverage Tax Credit (HCTC), which may apply to certain individuals who are 55 - 65 years of age and are receiving benefits from PBGC. This credit does not apply if you are entitled to coverage under Medicare Part A, enrolled in Medicare Part B or a state's Medicaid program. In cases where individuals are 65 or older and not eligible for Medicare, they may still be eligible for the credit. The HCTC is equal to 80 percent effective 04/01/2009 (previously 65 percent) of the premiums paid by you for qualified health insurance. **HCTC information is available from the IRS at its web site, www.irs.gov Keyword: HCTC, or at the HCTC toll-free number 1(866) 628-HCTC (TTD/TTY: 1-866-626-HCTC).**

PBGC has proposed a new regulation that may affect your benefit if you were serving in the Uniformed Services at the time that your pension plan terminated and later returned to work for the company that sponsored your pension plan. Participants affected by this new regulation may be due additional pension credit. If you think this new rule may apply to you, please call us at the telephone number provided below. PBGC will need this information as we begin compiling participant records to determine benefits.

You may call our Customer Contact Center at **1(800) 400-7242**, Monday through Friday, 8:00 a.m. – 7:00 p.m. ET. If you use a TTY/TDD, call **1(800) 877-8339**, and ask the relay operator to call our telephone number. Or, you may write to: PBGC/Benefits Administration and Payment Department, P.O. Box 151750, Alexandria, VA 22315-1750. Please include your Social Security number, PBGC case number, 21291800, and a daytime telephone number.

Si usted prefiere recibir esta información en español, por favor llame a nuestro Centro de Contacto del Cliente al **1 (800) 400-7242**. Si usa el TTY/TDD, llame a **1 (800) 877-8339** y pídale a la operadora que lo conecte con el **1 (800) 400-7242**.

This is a printer friendly version.



Pension Benefit Guaranty Corporation
Protecting America's Pensions

Maximum monthly guarantee tables

Examples of the maximum guarantee are shown in the tables below. Each table applies to a given calendar year. The maximum guarantee is set by law and it is updated each calendar year. The maximum guarantee applicable to a plan is fixed as of that plan's termination date except where termination occurs during a plan sponsor's bankruptcy and the sponsor entered bankruptcy on or after September 16, 2006, in which case the maximum guarantee is fixed as of the date the sponsor entered bankruptcy.

Your maximum guaranteed amount is based, in part, on your age on the plan termination date (or the date the sponsor entered bankruptcy, if applicable) or, if you were not in pay status on that date, the date you begin receiving benefits from PBGC. Your maximum guaranteed amount also will reflect the age of your designated beneficiary if your benefit provides payments to a survivor. The age reduction does not apply to certain disability retirement benefits (see [Disability benefits](#)). The tables show the maximum guarantee, by age, for a participant receiving a straight-life annuity (one with no survivor benefits) and for one who receives a joint and 50% survivor annuity. In calculating the joint and 50% survivor amounts, the participant and survivor were assumed to be the same age. (For more information, see the PBGC news release [PBGC Announces Maximum Insurance Benefit for 2010](#).)

For plans terminating in a given year:

2011 | 2010 | 2009 | 2008 | 2007 | 2006 | 2005 | 2004 | 2003 | 2002 | 2001 | 2000 | 1999 | 1998 | 1997 |
1996 | 1995 | 1994 | 1993 | 1992 | 1991 | 1990 | 1989 | 1988 | 1987 | 1986 | 1985 | 1984 | 1983 | 1982 |
1981 | 1980 | 1979 | 1978 | 1977 | 1976 | 1975 | 1974 |

PBGC Maximum Monthly Guarantees for 2011*

Age	2011 Straight-Life Annuity	2011 Joint and 50% Survivor Annuity**
65	\$4,500.00	\$4,050.00
64	\$4,185.00	\$3,766.50
63	\$3,870.00	\$3,483.00
62	\$3,555.00	\$3,199.50
61	\$3,240.00	\$2,916.00
60	\$2,925.00	\$2,632.50
59	\$2,745.00	\$2,470.50
58	\$2,565.00	\$2,308.50
57	\$2,385.00	\$2,146.50
56	\$2,205.00	\$1,984.50
55	\$2,025.00	\$1,822.50
54	\$1,935.00	\$1,741.50
53	\$1,845.00	\$1,660.50

52	\$1,755.00	\$1,579.50
51	\$1,665.00	\$1,498.50
50	\$1,575.00	\$1,417.50
49	\$1,485.00	\$1,336.50
48	\$1,395.00	\$1,255.50
47	\$1,305.00	\$1,174.50
46	\$1,215.00	\$1,093.50
45	\$1,125.00	\$1,012.50

*** Amounts shown ignore IRC Section 415 limits, which may reduce payable amounts**

**** Assumes participant and spouse are same age**

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PBGC Maximum Monthly Guarantees for 2010*

Age	2010 Straight-Life Annuity	2010 Joint and 50% Survivor Annuity**
65	\$4,500.00	\$4,050.00
64	\$4,185.00	\$3,766.50
63	\$3,870.00	\$3,483.00
62	\$3,555.00	\$3,199.50
61	\$3,240.00	\$2,916.00
60	\$2,925.00	\$2,632.50
59	\$2,745.00	\$2,470.50
58	\$2,565.00	\$2,308.50
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47	\$1,305.00	\$1,174.50
46	\$1,215.00	\$1,093.50
45	\$1,125.00	\$1,012.50

* Amounts shown ignore IRC Section 415 limits, which may reduce payable amounts

** Assumes participant and spouse are same age

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PBGC Maximum Monthly Guarantees for 2009*

Age	2009 Straight-Life Annuity	2009 Joint and 50% Survivor Annuity**
65	\$4,500.00	\$4,050.00
64	\$4,185.00	\$3,766.50
63	\$3,870.00	\$3,483.00
62	\$3,555.00	\$3,199.50
61	\$3,240.00	\$2,916.00
60	\$2,925.00	\$2,632.50
59	\$2,745.00	\$2,470.50
58	\$2,565.00	\$2,308.50
57	\$2,385.00	\$2,146.50
56	\$2,205.00	\$1,984.50
55	\$2,025.00	\$1,822.50
54	\$1,935.00	\$1,741.50
53	\$1,845.00	\$1,660.50
52	\$1,755.00	\$1,579.50
51	\$1,665.00	\$1,498.50
50	\$1,575.00	\$1,417.50
49	\$1,485.00	\$1,336.50
48	\$1,395.00	\$1,255.50
47	\$1,305.00	\$1,174.50
46	\$1,215.00	\$1,093.50
45	\$1,125.00	\$1,012.50

* Amounts shown ignore IRC Section 415 limits, which may reduce payable amounts

** Assumes participant and spouse are same age

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PBGC Maximum Monthly Guarantees for 2008*

Age	2008 Straight-Life Annuity	2008 Joint and 50% Survivor Annuity**
65	\$4,312.50	\$3,881.25

64	\$4,010.63	\$3,609.57
63	\$3,708.75	\$3,337.88
62	\$3,406.88	\$3,066.19
61	\$3,105.00	\$2,794.50
60	\$2,803.13	\$2,522.82
59	\$2,630.63	\$2,367.57
58	\$2,458.13	\$2,212.32
57	\$2,285.63	\$2,057.07
56	\$2,113.13	\$1,901.82
55	\$1,940.63	\$1,746.57
54	\$1,854.38	\$1,668.94
53	\$1,768.13	\$1,591.32
52	\$1,681.88	\$1,513.69
51	\$1,595.63	\$1,436.07
50	\$1,509.38	\$1,358.44
49	\$1,423.13	\$1,280.82
48	\$1,336.88	\$1,203.19
47	\$1,250.63	\$1,125.57
46	\$1,164.38	\$1,047.94
45	\$1,078.13	\$970.32

* Amounts shown ignore IRC Section 415 limits, which may reduce payable amounts

** Assumes participant and spouse are same age

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PBGC Maximum Monthly Guarantees for Plans Terminating in 2007

Age	2007 Straight-Life Annuity	2007 Joint and 50% Survivor Annuity
65	\$4,125.00	\$3,712.50
64	\$3,836.25	\$3,452.63
63	\$3,547.50	\$3,192.75
62	\$3,258.75	\$2,932.88
61	\$2,970.00	\$2,673.00
60	\$2,681.25	\$2,413.13
59	\$2,516.25	\$2,264.63
58	\$2,351.25	\$2,116.13
57	\$2,186.25	\$1,967.63

56	\$2,021.25	\$1,819.13
55	\$1,856.25	\$1,670.63
54	\$1,773.75	\$1,596.38
53	\$1,691.25	\$1,522.13
52	\$1,608.75	\$1,447.88
51	\$1,526.25	\$1,373.63
50	\$1,443.75	\$1,299.38
49	\$1,361.25	\$1,225.13
48	\$1,278.75	\$1,150.88
47	\$1,196.25	\$1,076.63
46	\$1,113.75	\$1,002.38
45	\$1,031.25	\$928.13

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PBGC Maximum Monthly Guarantees for Plans Terminating in 2006

Age	2006 Straight-Life Annuity	2006 Joint and 50% Survivor Annuity
65	\$3,971.59	\$3,574.43
64	\$3,693.58	\$3,324.22
63	\$3,415.57	\$3,074.01
62	\$3,137.56	\$2,823.80
61	\$2,859.54	\$2,573.59
60	\$2,581.53	\$2,323.38
59	\$2,422.67	\$2,180.40
58	\$2,263.81	\$2,037.43
57	\$2,104.94	\$1,894.45
56	\$1,946.08	\$1,751.47
55	\$1,787.22	\$1,608.50
54	\$1,707.78	\$1,537.00
53	\$1,628.35	\$1,465.52
52	\$1,548.92	\$1,394.03
51	\$1,469.49	\$1,322.54
50	\$1,390.06	\$1,251.05
49	\$1,310.62	\$1,179.56
48	\$1,231.19	\$1,108.07
47	\$1,151.76	\$1,036.58

(4)

This is a printer friendly version.



Pension Benefit Guaranty Corporation
Protecting America's Pensions

Retirement Plan of Lehman Brothers Holdings Inc.

Plan sponsor: Lehman Brothers Holdings Inc.

PBGC case number: 21291800

Date this plan ended ("plan termination"): December 12, 2008

Date PBGC assumed responsibility of this plan ("trusteeship"): June 17, 2009

Approx. Number for Participants: 22,000

Plan's status:



Trusteeship

Trusteeship
Letter

Audit

Liability

Maintenance

Trusteeship Letter

PBGC is verifying plan and participant information to calculate pension benefits. PBGC has sent letters to notify all participants and beneficiaries that we took over as trustee of your plan.... [Learn more...](#)

[View PBGC Maximum Monthly Guarantees for 2008](#)

Frequently Asked Questions

- [Lehman Brothers Plan-specific FAQs](#)
- [General FAQs About PBGC](#)
- [Your PBGC Benefit Options](#)
- [Online Transactions Are Easy with MyPBA](#)
- [Health Coverage Tax Credit](#)

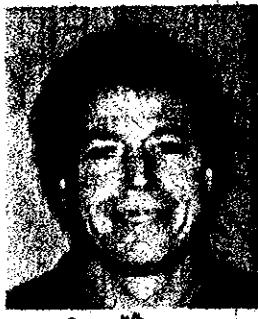
News Releases

- [PBGC Assumes Pensions at Lehman Brothers Holdings Inc \(June 19, 2009\)](#)

(5)

NEW YORK STATE

Commonwealth of New York



DRIVER LICENSE

ID: 631 526 748 CLASS D

KLONSKY
DANIEL,S

34 FLAMINGO RD
ROSLYN NY 11576

DOB:

SEX: M EYES: BRN HF: 5-06

E: NONE

R: NONE

ISSUED: 08-13-10 EXPIRES: 09-07-18 6KTLM2PE08

D.S.M.

United States Bankruptcy Court/Southern District of New York
 Lehman Brothers Holdings Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5076
 New York, NY 10150-5076

PROOF OF CLAIM

In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held LEHMAN BROTHERS PENSION PLAN	Case No. of Debtor 08-13555

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**DANIEL S. KLONSKY
34 FLAMINGO Road
Roslyn, N.Y. 11576**

(516) 621-3631

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

Telephone number:

Email Address:

1. Amount of Claim as of Date Case Filed: \$ **384,000.00**

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

Check this box if all or part of your claim is based on a Derivative Contract.*

Check this box if all or part of your claim is based on a Guarantee.*

***IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: **Vested Pension Benefit that PBGC is Not Covering.**
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: **0994**

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Describe: **Vested Balance in LBHE Pension Plan**

Value of Property: \$ _____ Annual Interest Rate: %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
9/17/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

D-S. K. Klonsky

THIS SPACE IS FOR COURT USE ONLY

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
 Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____.

Amount entitled to priority:

\$ 384,000.00

FOR COURT USE ONLY